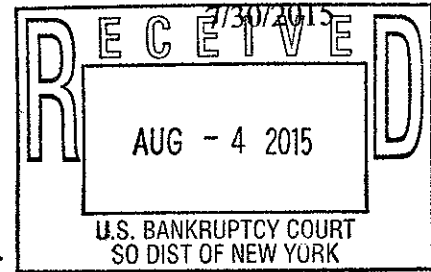


Pg 1 of 2
New York Southern District Bankruptcy Court
One Bowling Green
New York, N.Y. 10004

Bankruptcy court/ Morrison & Foerster

(residential capital case #12-12020 proof of claim #452.
(Hearing held on 7/16/2015 10 am.).

Att: Honorable Judge; Glenn Martin / Rescap counsel / Morrison & Foerster.



In the interest of justice, and upon the Court's inquiry of payments made as submitted by Julio Pichardo evidenced in document docketed #8745 as tabulated listed #(20), the document shows evidence of payments Unaccounted for not shown in Mr. Flannigan's faulty Calculations or anywhere else. Just as the \$832.00 payments unaccounted under Gmac's 7/10/09 & 8/3/09 unjustified default & foreclosure per documents submitted on docket #8745 as well as other undue payments made under foreclosure threat.

As Counsel for Debtor represented before this court that no payments have been ever appropriated, the enclosed document corrects this misrepresentation. (copy of unaccounted payments sent herein attached)

As the Court expressed Mr. Flannigan's calculations are not only faulty, but also undecipherable. It is therefore necessary to assist with this very important issue declared for rulings to be made properly.

Additional payment made on 3/3/2011 of \$726.86 which covers monthly, interest, & Escrow payment for march, an added payment of \$400.00 sent together on the same date, requested by Gmac, & additional payment made 4/1/2011 of \$726.86 with an added payment of \$400.00 accompanying the monthly regular payment does not show in the payment history neither as curtailment or as an added payment, which creditor addresses in briefs as exaggerated payments to support Fraud claimed in briefs, as servicer incursion is depriving liens (debts) requested by Gmac to insert in modification.

Just as the issue of Liens carried forward, whether or not created by the security instrument, which creditor persist in deleting from contract as it is the first provision made on the 8/5/09 modification contract, along with the principal, rate, & monthly payment reduction provision.

The issue of Lien provision, is a undisputable factual matter and the primacy is evidenced by text of said modification on paragraph "3" to extend & carry forward the Liens on the property. See also paragraph "7" "In the event of any inconsistency between this agreement & the terms of the note & the security Instrument, this agreement shall govern.

As Servicer has embark onto another breach, depriving liens provision from 8/5/09 contract, and as contract is enforceable, by its integration clause, it is bestowed on this Court to restore contract's integrity validating all terms for the purpose it was written, for which restitution must be made for effects to preserve rights in proof of claim.

Thank you.

Julio Pichardo 

Cc: morrison & Foerster - (Certificate of mailing)
Cc: N.Y.B.Court. (Certificate of mailing)

California

Remitter JULIO PICHARDO

03/03/2011

\$ *****726.86 ***

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